

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in City of Webb City.

(SEAL) J. C. Veatch, Notary Public.

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In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Joplin, Mo.

Lloyd E. Roberts, Notary Public.

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In Testimony whereof, I have hereunto set my hand and affixed my official seal at my office in City of Webb City.

(SEAL)  
J. C. Yeaton, Notary Public.

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office  
 444 Old City Mo.  
 My term expires July 31, 1938. (SEAL)  
 Jack Carmack, Notary Public.

**Jack Carmack, Notary Public**

Filed for Record this 30<sup>th</sup> day of Mar., 1937 at 9 o'clock 04 minutes A. M.

Reorder.

Paroel No. 70 - Leone No. 34

# MINING LEASE:

and 1925, and entered into on the 28th day of August, 1936, by and between Ben C. Adams and Edward G. May, and also, partly for the first party, hereinafter referred to as "Adams," and for the second party, hereinafter referred to as "Mayo," the said contract, duly of the second party, hereinafter referred to as Mayo,

**Unpublished Works**



## SUPERFUND RECORDS

Site: Onion - Brown  
ID #: W07-198688281  
Break: H-11  
Other: 8/28/93

CF104

That the Lessor, in consideration of the premises and the sum of One Dollar (\$1.00) paid to him by the Lessee, and of the undertakings and agreements hereinafter stated to be kept and performed by the Lessee, does, by these presents demise and lease unto the Lessee for prospecting and mining for lead and zinc ores, the following described real estate, to-wit:

The North One-half (N $\frac{1}{2}$ ) of Lot Two (2) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Seven (S7) Township Twenty-eight (T28) Range Thirty-two (R32), Jasper County, Missouri,

1. It is understood by and between the parties hereto that it is the objective and intention of the Lessee to consolidate, by obtaining leases thereon, a general mining area in which the property hereinabove described is situated, in order that a general drainage system for the entire area, or such portion thereof as lessee may find suitable and adaptable, and a central concentrating mill to serve said area, may be constructed, and it is understood that the Lessee necessarily must obtain other properties in such mining area in which the above described property is situated of an acreage which the Lessee deems sufficient to justify the large expenditure of money necessary for the construction of such general drainage system and a large central concentrating mill or mills, and justify the extensive dewatering operations in said mining area, of which the above property is a part. Both parties hereto understand that, generally speaking, mining operations on the lands to be included in said area have been discontinued for commercial mining purposes for a long time because of the lack of proper dewatering facilities. Owing to these objectives and conditions, it is understood and agreed that the cash to be paid out and expended by the Lessee in carrying out the above objectives, together with the other covenants and agreements hereinafter contained, is agreed to be a sufficient consideration for the execution of this lease.

2. The Lessee shall commence actual drainage operations in said area on or before thirty days after delivery of all, or as many of said leases as Lessee may deem necessary, covering said area to Lessee, and continue same in a good and workmanlike manner until said area, or such portion thereof as Lessee may find suitable and adaptable, is drained or dewatered, unless Lessee shall prior to said time abandon and surrender this lease to the Lessor. As soon as said area or such portion thereof as Lessee may find suitable and adaptable, is drained or dewatered, as herein contemplated, Lessee agrees to immediately commence development work or mining operations on so much of said area as is now opened up, as from time to time in his judgment he deems advisable, to the end that all of said area which Lessee finds suitable and adaptable for such mining operations may be eventually brought into operation, and which he shall find sufficiently mineralized to justify the mining thereof under the then existing prices of ore, as and when mining operations can be conducted at a profit under the then prevailing ore prices.

3. In the event the land herein leased is not opened up for mining at the time of the execution of this lease, the Lessee shall commence and prosecute drilling or other prospecting operations on said land, as herein contemplated, within a period of three years from the date of the actual delivery hereof to Lessee, as endorsed hereon by escrow agent, and if at the expiration of said three-year period ore in paying quantities is not discovered or developed by the Lessee, then he shall on demand of the Lessor surrender the possession of said land to him, and shall release the Lessor from all obligations under this lease, except as hereinafter provided.

4. If after the surrender of this lease as herein provided, it shall be found that Lessor is benefited by having said land drained or dewatered, by reason of the dewatering operations of Lessee, then or thereafter, the Lessor agrees in case he executes a new mining lease on said land or any part thereof to any other party, or in any other manner shall operate said land for mining purposes, he will reserve and pay to the Lessee a royalty of Two Per Cent (2%) of the gross value of ores mined therefrom during the time said land is so drained or dewatered, and the obligation to pay said Two Per Cent (2%) royalty shall be a charge on said land in consideration of the benefits so received.

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5. It is understood and agreed that after obtaining said leases, the Lessee shall not be required to commence drainage, development or mining operations on said property or any part thereof while the prevailing price for zinc concentrates is below \$25.00 per ton.

6. In the event ore in paying quantities is discovered on any of the land herein described not at this time opened up and which can be operated upon the drainage or dewatering thereof, then and in that event the Lessee will commence mining operations thereon within six months from the discovery of said ore thereon in paying quantities, and continue same in good faith in pursuance of and in conformity to the general plan and purpose of mining as set forth in this contract.

7. As a part of the consideration hereof and as an inducement for the execution of this lease, Lessee agrees to establish and maintain a sufficient central pumping station or stations, such as in his judgment will properly drain the ground in said area, or that portion thereof suitable and adaptable for mining purposes, and will erect and maintain at least one central concentrating plant in said area, modernly equipped, as soon as the development of the ground in said mining area, in his judgment, will justify the same.

8. In the operation of the said central mill or mills, which may be constructed and operated by Lessee, as hereinbefore provided, the supply of mineralized dirt and ores to be cleaned over said plant shall be equitably prorated, so far as practicable, from the total area, including the land herein leased, under lease by the Lessee and being served by such central mill or mills, according to the tonnage and mineral content of the ores produced from said lands. Subject to the aforesaid provision, the Lessee shall be the sole judge as to the time, quality and quantity of ores to be delivered hereunder, and said Lessee shall not be required to accept ores or mineralized dirt not suitable for milling over said plant or plants.

9. The Lessee shall, while mining said land, as herein provided, continue said mining operations in a good, thorough and workmanlike manner; but shall not be liable in the event the ground caves or falls in.

10. The Lessee shall keep a record of all transfers of this lease, or part or parts thereof, and a correct account of minerals mined, the kind and weight thereof, to whom sold, and the price received therefor; which books shall be open to the inspection of the Lessor at all reasonable times.

11. The Lessee shall pay to the Lessor, on or before the tenth day of each month, as rent or royalty, at the Webb City Bank, at Webb City, Missouri, or such other depository as Lessor shall designate in writing, such Bank, or Banks, to act as the depository for such rent or royalty for the Lessor during the term of this lease, five per cent (5%) of the market value of all ores sold during the preceding month from the land herein leased, with a statement showing the amount and kind of ores sold, the weight thereof, to whom sold, and the price received for same. Lessor agrees to pay his proportionate part of any processing, sales, gross production, or other similar tax now provided for or which may hereafter be enacted which is levied upon said ore produced from said land.

12. The Lessee shall have the right to use so much of the surface of said land as in his judgment may be necessary for the purpose of carrying out the terms of this agreement, including the right to erect all necessary buildings and machinery for the purpose of mining, dressing, crushing, and cleaning ores and storing of tailings and other waste material thereon, together with the right to build and construct trams, roads, and railroads over and across this land for the purpose of carrying out any of the terms hereof, and Lessee may remove the same at the expiration or forfeiture hereof; and Lessee, in conducting the dewatering operations hereinabove set out, shall have the right to construct on this land such dams, dikes, levees, spillways, and other similar devices which shall be found, in his opinion, to be reasonably necessary and proper in the conducting of said dewatering operations in said area.

13. The ores and minerals mined from this land may be cleaned and prepared for market thereon in an independent operation or at such central concentrating plant or plants, located on this or other lands, as hereinbefore set forth and referred to, in connection with other ores, and if cleaned at such central concentrating plant or plants, same shall be weighed, assayed, treated, handled, and concentrates determined, sold, and accounted for in the manner and form now used in the Tri-State Mining District in such operations or which may hereafter be established as standard methods, except that final adjustment and settlements for ore sold during the preceding month shall be made on or before the tenth day of the following month; all payments made on ore prior to the end of the month, as herein provided, shall be regarded as advances subject to re-adjustment, as hereinabove provided, at the end of each month. It is further agreed that if said ore is cleaned at a central concentrating plant located on other land, Lessee shall store tailings and other waste material free of cost to Lessor equal to the tonnage of mine-run ore produced from this land less concentrates resulting therefrom, in a common mass with other tailings produced through said central mill, or mills, on the land where such central mill is located. It is further understood and agreed herein that Lessee will use his best efforts to sell said tailings as produced, and in that event Lessee agrees to pay to Lessor a royalty thereon of fifty per cent (50%) of the net proceeds received therefor, settlements to be made quarterly, together with a full detailed statement of the sales thereof and amounts received therefor. It is agreed that when checks are accepted and cashed on said settlements, same shall be regarded as an accord and satisfaction of said account to date. The Lessee shall not be in any way liable for the sale or disposal of tailings not sold as produced and deposited in the general mass, as above set forth, further than his agreement to store same free of charge at place of storage, but agrees to use his best efforts to sell said general mass of tailings, or any part thereof, providing a satisfactory method of division of proceeds therefrom can be agreed upon between all of the parties interested therein, prior to sale thereof, this latter provision shall not be considered to affect in anyway the agreement for sale of tailings as produced and before being deposited in said general mass or pile of tailings.

14. It is agreed herein that if it should be decided to locate a central mill, as herein contemplated, on the land herein described or lands adjacent thereto, the Lessor herein agrees that the tailings hereinbefore mentioned resulting from the operations in said central mill may be stored on this land free of charge to Lessee.

15. The Lessee shall furnish Lessor a complete log of each and every hole drilled thereon and at reasonable times a blue print showing definite location of such holes.

16. The Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that Lessee shall have the right, at any time, to redeem for Lessor, by payment, any mortgage, taxes, or other liens on the above described lands in event of default of payment by Lessor, and be subrogated to the rights of the holder thereof.

17. The Lessor agrees to furnish the Lessee such evidence of title as may be required by Lessee within . . . days from the date hereof. will not furnish abstract.

18. In case of failure of the Lessee to keep and perform the terms of this lease, the Lessor may give thirty days' written notice of the violation complained of, and if such violation or default is not removed within said period said lease shall thereupon terminate, at the option of Lessor, which remedy shall be exclusive.

19. The Lessee may, at any time, if he desires to do so, pay all rents and royalties then due and surrender and terminate this lease by giving seven days' written notice thereof to Lessor and thereupon shall be relieved from all obligations hereunder with like effect as if this lease had not been made.

20. The Lessee agrees to execute a written release of the above described lease in case of surrender, duly acknowledged so as to be subject to record, and to re-deliver the land herein leased, free and clear from any incumbrances placed thereon by Lessee.

21. It is agreed and understood by and between the parties hereto, that paragraph 21 shall be and is hereby stricken out of this lease and the following known as paragraph 21, inserted in lieu thereof:

All slimes, sand, chats and boulders produced from prior mining operations upon the land herein described and now on said land are reserved to said parties of the first part, and said first parties may dispose of same in any manner they desire, except that in the sale, shipment or disposition thereof by them or their assignees or lessees, they shall not interfere with mining operations conducted upon said land by Lessee herein, his heirs or assigns or those claiming under him.

22. The Lessee shall have the right to all water pumped from said premises to use in whatsoever manner he shall desire. He shall also have the right to extract any ores or minerals therein contained upon which the royalty payment shall be five per cent (5%).

23. Subject to these conditions, this lease shall remain in full force for a period of ten years from the date hereof, and as long thereafter as lead and zinc ores are found in paying quantities on said land.

24. This lease shall be binding upon the parties hereto, their heirs, legatees, legal representatives and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year first above written.

Ben C. Aylor

Glena M. Aylor,

Lessor.

Frank Childress

Lessee.

(Acknowledgment by individuals).

STATE OF MISSOURI, )  
 )ss.  
County of Jasper. )

On this 28 day of Aug., 1935, before me personally appeared Ben C. Aylor and Glenna M. Aylor, husband and wife, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in City of Webb City, Mo.

My term expires Aug 9, 1936.

(SEAL)

J. C. Veatch, Notary Public.

PARCEL NO. 70 LEASE NO. 34.

SUPPLEMENTAL AGREEMENT TO MINING LEASE EXECUTED ON THE 28th DAY OF AUGUST, 1935, BY BEN C. AYLOR AND GLENN M. AYLOR, HUSBAND AND WIFE, TO FRANK CHILDRESS ON THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN JASPER COUNTY, MISSOURI, TO-WIT:

The North One-half (N $\frac{1}{2}$ ) of Lot Number Two (#2)  
of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Seven  
(S7) Township Twenty-eight (T28) Range Thirty-two  
(R32), said Jasper County, Missouri.

For and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to the Lessor in the above mentioned lease, paid by Mid-Continent Lead and Zinc Company, assignee of the Lessee therein, the receipt of which is hereby acknowledged, I (we) hereby agree to the modification thereof to the effect that ores mined from land included in said lease may be milled over a concentrating mill or mills, located either within or without the area in said lease referred to, and the requirement to erect a central mill in said area, in event arrangements are made in compliance herewith, to mill said concentrates outside of said area, is hereby waived, providing all the other terms and provisions of said lease are strictly complied with.

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In Witness Whereof, we have hereunto set our hands on this 28th day of August, 1935.

Ben C. Aylor

Glena M. Aylor

Lessors in above-mentioned Lease.

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STATE OF MISSOURI, }  
County of Jasper. } ss.

On this 28th day of August, 1935, before me personally appeared Ben C. Aylor and Glenna M. Aylor, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in City of Webb City.

My term expires Aug 9, 1936.

(SEAL)

J. C. Veatch, Notary Public.

Filed for Record this 30th day of Mar., 1937 at 9 o'clock 07 minutes A. M.

*J. C. Veatch*  
Recorder.

PARCEL TO LEASE 38

#### MINING LEASE.

THIS LEASE, made and entered into on this 14 day of December, 1935 by and between Ben C. Aylor and Glenna M. Aylor, husband and wife, party of the first part, hereinafter referred to as Lessor, and Frank Childress, party of the second part, hereinafter referred to as Lessee,

#### WITNESSETH:

That the Lessor, in consideration of the premises and the sum of One Dollar (\$1.00) paid to him by the Lessee, and of the undertakings and agreements hereinafter stated to be kept and performed by the Lessee, does by these presents demise and lease unto the Lessee for prospecting and mining for lead and zinc ores, the following described real estate, to-wit:

Miscellaneous Webb City Lot 42 (Fr. Se/4 of SE/4), Section 18, Township 28, Range 32 (40 acres) Miscellaneous Webb City Lots 9 and 10 (in NE/4 of SE/4) of Section 18, Township 28, Range 32 (approximately 20 acres); Miscellaneous Webb City Lots 5 and 6 (Fr. NW/4 of SW/4 and SW/4 of NW/4) in Section 17, Township 28, Range 32 (80 acres); Miscellaneous Cartersville NE/4 of NW/4 of Section 17, Township 28, Range 32 (40 acres) NW/4 of NE/4 of NW/4 and W/2 of SE/4 of NW/4 Section 28, Township 28, Range 32; and SE/4 of SW/4 of Section 21, Township 28, Range 32; all in Jasper County, Missouri.

1. It is understood by, and between the parties hereto that it is the objective and intention of the Lessee to consolidate, by obtaining leases thereon, a general mining area in which the property hereinabove described is situated, in order that a general drainage system for the entire area, or such portion thereof as Lessee may find suitable and adaptable, and a central concentrating mill to serve said area, may be constructed, and it is understood that the Lessee necessarily must obtain other properties in such mining area in which the above described property is situated of an acreage which the Lessee deems sufficient to justify the large expenditure of money necessary for the construction of such general drainage system and a large central concentrating mill or mills, and justify the extensive dewatering operations in said mining area, of which the above property is a part. Both parties hereto understand that, generally speaking, mining operations on the lands to be included in said area have been discontinued for commercial mining purposes for a long time because of the lack of proper dewatering facilities. Owing to these objectives and conditions, it is understood and agreed that the cash to be paid out and expended by the Lessee